

1 A It's my understanding that as changes of something
2 like 10 percent that require reporting. I am not, you know,
3 fully conversant in FCC rulings, but that's -- the figure of
4 10 percent, I don't know why, sticks in my head.

5 Q You don't know why you're saying 10 percent?

6 A I'm sure I must have discussed it with counsel.
7 I'm not talking about this particular point, but at some
8 point or other.

9 Q On page 4 of this exhibit, there was a change made
10 substituting Diana Grumer for her husband, is that correct?

11 A I see the --

12 JUDGE STEINBERG: Are you talking about the --

13 MS. LANCASTER: The paragraph --

14 JUDGE STEINBERG: -- typed number page?

15 MS. LANCASTER: No. It's four of the exhibit.

16 It's paragraph number 5.

17 THE WITNESS: Oh, okay.

18 MS. LANCASTER: That might be the easiest way to.

19 THE WITNESS: I see it.

20 BY MS. LANCASTER:

21 Q Now, when you looked at the general partnership
22 list -- remember we just looked at that exhibit which is
23 Exhibit 20? On Exhibit 20 --

24 A Excuse me just a second. Exhibit 20?

25 Q Correct.

1 A I've got terms and conditions mutual --

2 Q Oh, wait. Maybe it's the wrong exhibit number.

3 It's not 20. It's stuck in the wrong place. All right.

4 Exhibit 23. I'm sorry.

5 A Okay. The agreement of general partnership?

6 Q Correct.

7 A Yes.

8 Q In Exhibit A it shows Eugene Grumer as the
9 partner

10 A Yes.

11 JUDGE STEINBERG: That's page 14, the last page

12 MS. LANCASTER: Correct.

13 BY MS. LANCASTER:

14 Q You didn't notice that that was an error?

15 A (No response.!

16 Q Isn't it true that Eugene Grumer started out as
17 the partner?

18 A I recall Eugene Grumer saying -- I thought it was
19 at that first partnership meeting -- "I'm not the partner.
20 This is wrong. It's my wife Diana." That's what I
21 remember.

22 Q Did you have any documents that would indicate
23 *that* Diana is the person *that* paid the fees or originally
24 signed up as the partner?

25 A No. I had none of those documents at that time.

1 JUDGE STEINBERG: Can I interrupt? Are you going
2 to switch exhibits now, do you think?

3 MS. LANCASTER: I've got a few more questions
4 about this one first.

5 JUDGE STEINBERG: Okay.

6 THE WITNESS: Excuse me. After Ms. Lancaster
7 finishes the line of questioning, could I just take a brief
8 break?

9 JUDGE STEINBERG: Yes, Of course.

10 MS. LANCASTER: We can take a break right now if
11 you'd like.

12 JUDGE STEINBERG: DO you want to do it now?

13 THE WITNESS: If you wouldn't mind.

14 MS. LANCASTER: That'd be fine.

15 JUDGE STEINBERG: No, okay. Why don't we excuse
16 the witness because I've got a question I don't want the
17 witness to be in the room to hear. It's got nothing to do
18 with you.

19 THE WITNESS: Fine. I'll wait outside.

20 JUDGE STEINBERG: Then maybe after I get finished,
21 then we'll take a break. Mr. Hill will tell you when it's
22 time to come back.

23 THE WITNESS: Thank YOU, Your Honor.

24 (Witness temporarily excused.)

25 JUDGE STEINBERG: Okay. The first thing I want to

1 ask about is -- and this is for my own curiosity purposes --
2 is there a rule in the cellular rules somewhere about
3 reporting changes in ownership interests or does Section
4 1.65 apply to these?

5 MR. HILL: Certainly 165 applies.

6 JUDGE STEINBERG: Okay, but is there a separate
7 rule in the cellular rules regarding ownership changes?

8 MR. HILL: Well currently, I don't recall that
9 you'd -- separate from 165 -- I've got part 22 here.

10 JUDGE STEINBERG: Okay. That's something, you
11 know, I'm just curious about because I know what 1.65 says.

12 MR. EVANS: There's one peculiar area of the
13 cellular rules was that until your application was selected,
14 you couldn't file an amendment.

15 JUDGE STEINBERG: Okay, unless you were the
16 selectee, you could not file an amendment.

17 MR. EVANS: Right, so this application, for
18 example, was filed in '88 or '89 --

19 JUDGE STEINBERG: Right.

20 MR. EVANS: -- but until they were selected in
21 '92, they couldn't file an amendment and that's why they
22 came in in May and filed the amendment.

23 JUDGE STEINBERG: And filed that big huge thick
24 thing.

25 MR. EVANS: Yeah, right.

1 JUDGE STEINBERG: But I'm just wondering as a
2 general principal, are we dealing with 1.65 which talks
3 about substantial and significant changes --

4 MS. LANCASTER: But back fact in 1990 -- that was
5 changed.

6 JUDGE STEINBERG: No, 1.65 has always been that
7 way, right?

8 MR. HILL: Mr. Evans is correct that there's some
9 unique limitations with respect to lottery applications and
10 their -- that RSA time frame.

11 JUDGE STEINBERG: Okay.

12 MR. HILL: 165 is basically the same

13 JUDGE STEINBERG: Right, forever.

14 MR. HILL: Well, yeah, for a long time and
15 certainly, I don't think anyone quarrels, 165 applies.

16 MS. LANCASTER: The 22922, Your Honor, I believe
17 back in 1992 which is the copy of Intervenor's Exhibit 1.

18 JUDGE STEINBERG: That's the one that said you
19 couldn't --

20 MR. EVANS: Yeah, that says you can't change. It
21 doesn't have to do with what you file with the Commission.

22 JUDGE STEINBERG: Right, it doesn't. I'm talking
23 about amendments.

24 MS. LANCASTER: Oh, okay.

25 JUDGE STEINBERG: I'm not sure I see where you're

1 going with these questions, and for my own mind to
2 understand the questions because if there's a two percent
3 change, you're going to argue it's a violation of 1.65
4 because it's substantial and significant, and they're going
5 to argue two percent change is not substantial and
6 significant and did not have to be reported.

7 What I want to know in my own brain is -- forget
8 about whether it violates the other rule -- but what I am
9 trying to organize in my own brain is do I have to think
10 about more than one? Is there a specific rule that says in
11 cellular applications if there's this percent of change you
12 have to report it? I am just throwing that out. Somebody
13 may want to address it later, but apparently there may be or
14 there -- for reporting purposes.

15 MR. EVANS: The reason it's significant is because
16 you couldn't make even a thousandth of a partnership
17 change --

18 JUDGE STEINBERG: Right.

19 MR. EVANS: -- without, or it was just prohibited.

20 JUDGE STEINBERG: Right.

21 MR. EVANS: So if you were going to do it, you had
22 to get a waiver.

23 JUDGE STEINBERG: Okay.

24 MR. EVANS: So that's why you saw in the first
25 amendment that was filed, the request for the waiver --

1 JUDGE STEINBERG: Okay. If you want to contradict
2 that.

3 MR. HILL: No. I don't contradict Mr. Evans' --

4 JUDGE STEINBERG: Okay.

5 MR. HILL: -- interpretation and the 22922, no.

6 JUDGE STEINBERG: Okay, but what I'm concerned
7 about is there something more than 1.65 in terms of
8 reporting it because that's where I see some of your
9 questions going, at least in my own mind. Whether that's
10 true or not, I don't know. The second question I had is --

11 MR. EVANS: Actually, I think there is something
12 more and that's disclosing who your partner -- because this
13 was a general partnership.

14 JUDGE STEINBERG: Yes.

15 MR. EVANS: Even though they were small interest,
16 if a new general partner is one, that's considered
17 significant, and I believe there's a --

18 JUDGE STEINBERG: Yes, I would think that would
19 be.

20 MS. LANCASTER: And we consider, for example,
21 Diana Grumer to be a new partner because everything was
22 listed in the name of her husband --

23 JUDGE STEINBERG: Well.

24 MS. LANCASTER: -- and they're not going to
25 consider that a new partner. They're going to argue that --

1 JUDGE STEINBERG: It is an error that they
2 correct.

3 MS. LANCASTER: It was an error, and we're going
4 to have an opposite view on that.

5 JUDGE STEINBERG: Well, okay. I understand. I
6 understood that is where you were going on that. I do not
7 have any problem with that, I mean understanding.

8 The second thing is in Exhibit 13, typed page with
9 the number four on the bottom -- it is actually page five of
10 the exhibit -- in any event, it is paragraph six. This is
11 what confuses me.

12 Maybe you can all stipulate. We have a sentence
13 in there that says Alee's application for Texas 21 chambers
14 as not filed until October 8, 1988, after Mr. Riahi acquired
15 Sharifan's interest, etcetera.

16 You look at Exhibit 12, and the received stamp on
17 the application for Texas 21 is April 15, 1992, and if you
18 can reach a stipulation that would explain that for the
19 record -- that very much confused me when I was reading
20 through the exhibits.

21 MR. HILL: In RSA cellular applications, if Don
22 can help me on this -- you didn't file the original
23 application. You filed a sheet that just gave some basic
24 information, market, and a microfiche copy.

25 MR. EVANS: Right.

1 MR. HILL: Only if you were picked in a lottery
2 would you then submit the original application.

3 MR. EVANS: That's right.

4 MR. HILL: And then that triggered your right then
5 to do a minor amendment.

6 JUDGE STEINBERG: Okay, so then on October 8,
7 1988, you filed your little --

8 MR. HILL: That's right.

9 JUDGE STEINBERG: What did you call that?

10 MR. HILL: Microfiche.

11 MR. EVANS: Microfiche.

12 JUDGE STEINBERG: You filed your microfiche
13 application.

14 MR. EVANS: That's correct.

15 MR. HILL: That's right.

16 JUDGE STEINBERG: Then you were selected.

17 MR. HILL: In a lottery in 1992.

18 JUDGE STEINBERG: And then you filed --

19 MR. EVANS: The hard copy.

20 MR. HILL: The hard copy, that's why --

21 JUDGE STEINBERG: The hard copy which is?

22 MR. HILL: That's why it has a 1992 file date on
23 it.

24 JUDGE STEINBERG: That's Bureau Exhibit 12

25 MR. HILL: That's right.

1 JUDGE STEINBERG: Well, would you accept that?

2 Can we accept that as a stipulation just the way it is
3 stated on the record to explain the dates subject to check?

4 MS. LANCASTER: (No response.)

5 JUDGE STEINBERG: Well, think about it and then
6 maybe talk to people about it and then let us know, please.

7 MS. LANCASTER: Okay.

8 JUDGE STEINBERG: I do not want to be confused
9 about anything, and I do not know how these things work.

10 MR. EVANS: Well, I can see how that would have
11 been confusing if you weren't filing these things all the
12 time like Mr. Hill and I.

13 JUDGE STEINBERG: Yes. Okay. Let's take a break
14 now until about 2:35.

15 (Whereupon, a short recess was taken.)

16 JUDGE STEINBERG: Back on the record.

17 BY MS. LANCASTER:

18 Q Mr. Bernstein, in paragraph number six of Exhibit
19 13, Alee is notifying the FCC that Mr. Riahi is --

20 A Could you give me that again? Paragraph 6 of?

21 Q Paragraph number 6.

22 JUDGE STEINBERG: Exhibit 13.

23 THE WITNESS: Okay. I have it on page 4.

24 JUDGE STEINBERG: Correct.

25 BY MS. LANCASTER:

1 Q Correct.

2 A Yes. I'm sorry.

3 Q Alee is notifying the FCC that Mr. Riahi is to be
4 substituted for Mr. Sharifan, is that correct?

5 A Yes.

6 Q How did you know at the time that this was filed
7 that Mr. Riahi was a U.S. Citizen?

8 A That he had completed a form. I don't know what
9 they had done to **look** into Mr. Riahi other than the
10 questionnaire.

11 Q Well, Mr. Sharifan had completed that same form,
12 hadn't he?

13 A Yes, he had.

14 Q And he had put down he was a citizen, didn't he?

15 A All I know is that we were told that a U.S.
16 Citizen had been substituted for the alien. I don't know
17 what was done to confirm his citizenship.

18 Q Okay. In paragraph 7 on the next page.

19 A Yes.

20 Q It talks about the existence of a multilateral
21 agreement. Are you talking about the risk sharing agreement
22 there?

23 A Yes. That's what it sounds like, yes.

24 Q Why didn't you just call it a risk sharing
25 agreement?

1 A I didn't prepare this, counsel did. I don't know
2 why they referred it to that process.

3 Q At the time that this was filed, was the executive
4 committee reviewing all filings for the FCC?

5 A In other words, did we see filings for the FCC?
6 Yes.

7 Q You were previewing them, is that correct?

8 A Yes. I would say so.

9 Q This is filed on May 11, 1992, I believe it states
10 on the first page. Is that correct?

11 A Yes. I recall seeing that.

12 Q So in May of 1992, my understanding of your prior
13 testimony is that the management committee, the executive
14 committee, was now reviewing all filings with the FCC,
15 reviewing them before they were filed.

16 A Yes. We were getting them, yes.

17 Q Do you recall looking at this document?

18 A I don't recall specifically, but I'm sure I did.

19 Q Okay. Paragraph 7 didn't strike you as odd that
20 you don't just call it the risk sharing agreement?

21 A No, it didn't.

22 Q When was the New Mexico 3 permit granted to Alee,
23 do you recall, the construction permit?

24 A No, I don't recall specifically. I'm trying to
25 think whether it was '89 or '90. I don't recall.

1 Q Okay. Looking at attachment one -- I don't have
2 my pages numbered, so I'm going to have to describe where
3 I'm looking at.

4 A This same exhibit?

5 Q The same exhibit, attachment one --

6 JUDGE STEINBERG: It's about three pages down.

7 BY MS. LANCASTER:

8 Q There's a letter dated April 30, 1990, to --

9 A Yes.

10 Q Ms. Donna Searcy, secretary of the FCC?

11 A Yes.

12 Q On the third page of that letter --

13 A Yes.

14 Q Well, actually on the second page of that letter,
15 it starts at the bottom which is numbered paragraph two --
16 you're reporting that Kenneth Klein who is a partner in
17 Cellular Dreams and Cellular Dreams was a partner in Alee,
18 is that correct?

19 A Yes.

20 Q Attempted to transfer one-half of his interest in
21 his Cellular Dreams partnership interest to
22 J. Robert Brubaker (phonetic). Does that correctly
23 *summarize* --

24 A Yes.

25 Q -- what's contained in that paragraph two?

1 A Yes.

2 Q In fact, it was not an attempt to transfer one-
3 half of his interest, was it? It was very similar to the
4 risk sharing agreement is what he tried to enter it into.
5 Do you recall that?

6 A I thought that they had tried to do some kind of a
7 swap.

8 Q Well, it's in here. Hold on. I'll find the
9 document for you. If you keep looking at -- page back
10 through. You'll see attachment A --

11 A Yes.

12 Q Which contains a declaration, and it contains an
13 assignment agreement, and then you get to attachment B.

14 A Yes.

15 Q Are you familiar with this partnership agreement?

16 A I've seen it. I mean, I'm not totally familiar
17 with it, but yes, I've seen it.

18 Q Would you not characterize this as a risk sharing
19 agreement?

20 A (Reviewing document.) It sounds very similar

21 Q That being the case, why was it in the main
22 document characterized as an out and out fifty percent
23 assignment?

24 A I don't know why. I thought it was described to
25 me that it **was** an assignment.

1 Q Well, didn't you look at these documents before
2 they were submitted to the FCC?

3 A I must have seen this. I didn't focus on it. I
4 don't know why.

5 Q Tell me who DMTV Cellular Partnership is.

6 A I'm not exactly certain. It was part of -- it was
7 somehow connected with Cellular Dreams.

8 Q If you go to attachment D. If you keep going
9 through the document, you'll get to attachment D and you see
10 a partnership agreement for DMTV Cellular Partnership, and
11 if you --

12 A Excuse me just a second. (Locating document.)
13 Okay, here's D.

14 Q Did you find it?

15 A Yes. I have it here.

16 Q If you go to appendix A which is right behind
17 that, it indicates that John P. Dolphin is a 40 percent
18 partner in DMTV Cellular Partnership?

19 A Yes.

20 Q John Dolphin was initially active in the Alee
21 partnership, wasn't he?

22 A Well, it was Cellular Dreams. He would often come
23 as the representative that his wife **didn't** come to the
24 meetings which were four hours away

25 Q He didn't live four hours away also?

1 A He lived -- yes, so he would often come in her
2 place as representative of Cellular Dreams.

3 Q Wasn't he, in fact, elected to the executive
4 committee or something initially?

5 A Yes. That was done in error and corrected, and
6 Becky Jo was substituted.

7 Q When was that?

8 A That was early on at the first few meetings.

9 Q So when he came to the partnership meetings
10 initially, no one knew that he was coming as his wife's
11 representative. Evidently, everyone thought he was coming
12 as a partner. Would that be a correct statement?

13 A Like that first meeting, I didn't know who anybody
14 was who was there, who was Cellular Dreams, who was
15 Northeast Cellular. There was a bunch of faces at that
16 first meeting. It wasn't until the second or third meeting
17 that we started to get to know who was who. And it was
18 discovered that he's not a partner in Alee Cellular. How
19 can he be on the executive Committee?

20 Q Did he indicate when he was elected to the
21 executive committee that he was a partner?

22 A I don't know that he did. There were just
23 nominations made as to who would be on the executive
24 committee, and the people who were the most vocal at the
25 meeting wound up getting elected.

1 Q Please turn to Exhibit 14. Do you recognize this
2 document?

3 A Yes.

4 Q This is a June 10, 1993, amendment to Alee's
5 application, is that correct?

6 A Yes, that's correct.

7 Q In this particular document, Alee is reporting
8 ownership percentage changes of various partners. Is that
9 true?

10 A Yes, that's correct.

11 Q Is this the only document that Alee has filed with
12 the Commission reporting ownership percentage changes?

13 A I believe that there was something about ownership
14 changes that was filed recently, very recently, but other
15 than that, I believe that this is the small changes.

16 Q So this was filed in June of '93. From 1988 until
17 June of '93, there was no other notification to the FCC of
18 any percentage of ownership changes, is that correct?

19 A Yes, that is correct.

20 MS. LANCASTER: I believe, Your Honor, Exhibit 14
21 has already been admitted. If not --

22 JUDGE STEINBERG: That's correct.

23 MS. LANCASTER: -- I would ask that it **be admitted**
24 now.

25 JUDGE STEINBERG: It has been admitted.

1 MR. HILL: It's been admitted.

2 MS. LANCASTER: Yes, sir. And at this point, I
3 would like to ask that EB Exhibit 13 also be received.

4 JUDGE STEINBERG: Wait just one second.

5 MS. LANCASTER: Okay.

6 JUDGE STEINBERG: Any objection for the receipt of
7 EB number 13?

8 MR. HILL: No objection

9 MR. EVANS: No objection.

10 JUDGE STEINBERG: Enforcement Bureau Exhibit No.
11 13 is received

12 (The document referred to,
13 previously identified as EB
14 Exhibit No. 13, was received
15 in evidence.)

16 BY MS. LANCASTER:

17 Q Let's move on to Exhibit 15. Do you recognize
18 that document, Mr. Bernstein?

19 A Yes.

20 Q Did you review it prior to it being filed with the
21 Commission?

22 A I believe that I did

23 MS. LANCASTER: Your Honor, I would ask that
24 Exhibit 15 also be received into evidence, and it consists
25 of a September 21, 1999, cover letter forwarding to the FCC

and amendment of Alee Cellular to its application. I have
not counted the number of pages, and I'll do that at this
moment.

JUDGE STEINBERG: Well, I have 12 pages and the
document described will be marked for identification as
Enforcement Bureau Exhibit 15.

(The document referred to was
marked for identification as
EB Exhibit No. 15.)

JUDGE STEINBERG: Any objection to it's receipt?

MR. HILL: Well, I have an objection on the basis
of relevancy. The witness recognized it. There were no
other questions. It deals with the financial showing.
Never questioned what probative value it has with respect to
the issues here.

MS. LANCASTER: Your Honor, just one of the ways
it has value is that in the prior testimony and in the
statement of Ms. Clark that I believe will be upcoming,
there's been testimony about Alee's difficulty in obtaining
financing, just as one thing.

And in this it shows that, you know -- one of my
points is that I'm going to show that they really got
financing, whatever financing they needed, and this is where
they filed with the Commission saying they've gotten the
financing.

1 MR. HILL: The difficulty in financing was
2 building out in New Mexico. This is the Texas 21
3 application.

4 JUDGE STEINBERG: Let's wait for Ms. Clark's
5 testimony.

6 MS. LANCASTER: Okay

7 JUDGE STEINBERG: I assume the offer is withdrawn
8 at this time.

9 MS. LANCASTER: Okay

10 BY MS. LANCASTER:

11 Q Turn to Exhibit 18, please.

12 A Yes.

13 Q Are you familiar with this document?

14 A Yes, I am.

15 Q When did you have a conversation with Mr. Riley,
16 the conversation that's referenced in this document?

17 A I couldn't tell you specifically when. It was
18 obviously before this letter. I think that there had been
19 several discussions with Mr. Riley in and about this time,
20 November, December of '90

21 Q Why did you feel it necessary to write this
22 letter?

23 A We had consulted with counsel, and at this point,
24 we had become very sensitized to the need to be accurate and
25 to distinguish between an interest in the partnership and an

1 interest in the license. Initially hadn't struck me, but we
2 consulted with counsel, and this was a thank -- thank you, a
3 cost of building out the system. And if we had gotten any
4 other territories, they were not to share in it. It was for
5 their work with respect to building out in New Mexico.

6 Q This concerns the five percent equity option
7 agreement, is that correct?

8 A Yes.

9 Q Why wasn't that equity option agreement or
10 discussion included in the management agreement?

11 A Specifically I don't know, but I've looked at
12 those agreements subsequent to the deposition. There were
13 three different entities. The management agreement was with
14 Metro Mobile of Southwest, Incorporated. The switch sharing
15 agreement, which was a separate agreement, was with Metro
16 Mobile of Albuquerque, Incorporated, and the option
17 agreement was with Metro Mobile CTS, Incorporated.

18 Q Okay, but you're management agreement, which if
19 you want to refresh your memory is Exhibit 16.

20 A Okay.

21 Q Was with Metro Mobile CTS of the Southwest, Inc.,
22 is that correct?

23 A Yes.

24 Q It basically says that Metro Mobile CTS of the
25 Southwest, Inc., is going to operate the New Mexico 3

1 licenses, doesn't it?

2 A Yes.

3 JUDGE STEINBERG: Construct, operate and manage.

4 MS. LANCASTER: Correct.

5 BY MS. LANCASTER:

6 Q Now, as part of the construction, they were
7 advancing the funds for the construction, weren't they?

8 A Yes.

9 Q And that was Metro Mobile CTS of the Southwest
10 that was doing that, correct?

11 A That I don't know which Metro Mobile arm was
12 advancing the monies.

13 Q Well, the management agreement says it's going to
14 construct, doesn't it?

15 A It does. It says that, but I don't know that
16 another arm of Metro Mobile wasn't funding. I don't know.

17 Q So my question is, why would you have negotiated
18 the separate option agreement with a different entity?

19 A To me it made no difference. I don't recall the
20 specific reason why it was in a separate agreement except as
21 a corporate attorney looking at this I'm saying there's
22 three different entities, but I don't recall what the
23 specific reason was.

24 Q When I asked you about this at your deposition,
25 Metro Mobile was basically one entity in your mind, wasn't

1 it?

A Yes, it was.

3 Q And you had no explanation as to why the option
4 agreement was not included in the management agreement, did
5 you?

6 A Yes, you're correct.

7 Q So why on January 15 did you suddenly feel the
8 need that you needed to clarify the language in the option
9 agreement?

10 A Because Neil Goldberg had told us there can't be
11 any transfers in the partnership while there's a cloud over
12 the partnership. You can't bring in a third party, somebody
13 new, to the partnership.

14 Q The plain language of the option agreement itself
15 indicates that Alee was agreeing to give **up** an interest in
16 the partnership, doesn't it?

17 A Subject to FCC approval, yes.

18 Q But yes it does, doesn't it?

19 A Yes.

20 Q That was originally in 1990, before you knew that
21 that would be a problem, that was the intent of Alee, wasn't
22 it?

23 A I don't understand the question.

24 Q In 1990, you didn't know there would be any
25 problem giving Metro Mobile a five percent interest in the

1 partnership, did you?

2 A The risk sharing was already an issue at this
3 point. When we were dealing with Metro Mobile, that was the
4 two pronged sword. We had a cloud over us that our license
5 was subject to being revoked, but we had to build out the
6 system or we would lose the license, so we were sensitive
7 now to these issues.

8 Q When you mean sensitive now, when is now?

9 A January 15, 1991, and --

10 Q Right.

11 A November of 1990.

12 Q Well, you didn't see a problem in November of
13 1990, did you, with giving them a five percent option of the
14 partnership?

15 A Yes. Yes, I did. There was language specifically
16 added to that option agreement that it was subject to
17 approval of the FCC and that if anything I can recall
18 focusing on.

19 Q Who added the language, first of all?

20 A Well, they drafted -- I think we requested that
21 the language -- we being counsel and the executive
22 committee.

23 Q Requested *that* that language be added?

24 A Yes.

25 Q So originally, it just said that there would be an

1 equity interest in Alee equal to five percent period is what
2 they originally said to you guys?

3 A Something to the effect that they could exercise
4 at any time an option to get a five percent interest in
5 Alee. Something to that effect.

6 Q Okay.

7 MS. LANCASTER: Your Honor, I would ask that
8 Exhibit 18, which is the January 15, 1991, letter to Michael
9 Riley from Mr. Bernstein -- it's a two-page letter -- be
10 marked as EB Exhibit 18 and be received into evidence.

11 JUDGE STEINBERG: Okay, the document described
12 will be marked for identification as Enforcement Bureau
13 Exhibit 18.

14 (The document referred to was
15 marked for identification as
16 EB Exhibit No. 18.)

17 JUDGE STEINBERG: Any objection?

18 MR. HILL: No objection.

19 MR. EVANS: No objection.

20 JUDGE STEINBERG: And Exhibit 18 is received.

21 (The document referred to,
22 previously identified as EB
23 Exhibit No. 18, was received
24 in evidence.)

25 BY MS. LANCASTER: